

**STATE OF MISSISSIPPI
COUNTY OF HANCOCK**

**INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT
BY AND BETWEEN HANCOCK COUNTY, MISSISSIPPI, AND THE CITIES OF BAY SAINT LOUIS,
WAVELAND, AND DIAMONDHEAD FOR THE YEARS 2016-2020**

WHEREAS, the citizens of Hancock County and the cities of Bay Saint Louis, Waveland, and Diamondhead (sometimes collectively referred to as "the Hancock Municipalities") including their respective citizens, have, from time to time, expressed a desire to share and/or combine governmental operations to insure greater efficiency as well as savings in tax dollars resulting in lower taxes to the taxpayers of Hancock County and/or the Hancock Municipalities; and

WHEREAS, the Board of Supervisors of Hancock County, Mississippi, and the Boards of the Hancock Municipalities, desire to continue to work together toward sharing and/or combining governmental activities in Hancock and the Hancock Municipalities in a cost-effective manner which will result in substantial savings to the taxpayers and thereby a savings on the amount of taxes required to be paid by the citizens; and

WHEREAS, Hancock County, Mississippi, through its Board of Supervisors, and the Hancock Municipalities, Mississippi, through their respective Boards, desire to enter into an Interlocal Governmental Cooperation Agreement as provided by Miss. Code Ann. § 17-13-1, *et seq.* (1972), as amended; and

WHEREAS, the purpose of this Agreement is to provide that Hancock County and the Hancock Municipalities may provide governmental services to each other during the term hereof and under the conditions set forth in this Agreement; and

WHEREAS, there will be no separate legal or administrative entity created hereby, but the purposes of this Agreement shall be that the Governing Authorities of the respective governmental entities, namely Hancock County, Mississippi, and Hancock Municipalities, Mississippi, shall each

cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services at minimum cost to the taxpayers of Hancock County and Hancock Municipalities.

NOW, THEREFORE, BE IT RESOLVED by Hancock County, Mississippi, by and through its Board of Supervisors, (hereinafter "Hancock"), and Hancock Municipalities, Mississippi, by and through their respective Boards, that they do hereby enter into this *Interlocal Governmental Cooperation Agreement* for the services hereinafter outlined; said Agreement being authorized by Miss. Code Ann. § 17-13-1, et seq. (1972), as amended, and subject to the approval of the Attorney General for the State of Mississippi; said Agreement being as follows, to-wit:

SECTION I. Administration and Administrative Entity Provisions.

This Agreement will be administered in accordance with the terms and conditions set forth herein by the designated representative of Hancock County, Mississippi, under the direction of its Board of Supervisors, and the designated representatives of the Hancock Municipalities. No separate legal or administrative agency will be created by this Agreement.

SECTION II. Purpose and Statutory Authorities.

(A) Roads, Bridges, Highways, Approaches and Related Drainage under the provisions of Miss. Code Ann. § 17-13-7, as amended.

Hancock County and the Hancock Municipalities presently provide services allowed by statute and have jurisdiction over their respective roads, bridges, and highways. Under the authority of Mississippi Code § 17-13-7, the Parties hereto find that (i) that is in the best interest of the citizens of Hancock County and the Hancock Municipalities; (ii) that a public necessity exists; and (iii) that said entities would be benefitted through the agreement of the Parties to from time-to-time share and coordinate services, labor, and equipment toward the maintenance, cleaning, construction, or other activities of the roads, bridges and highways authorized by statute upon a request made by one entity to the other, contingent upon the approval by the designated head of the entity requested to provide the

item of service, labor or equipment, and contingent upon any expenditures to be within the line item amounts for such activities budgeted and approved by the Board of the respective entity, which is asked to supply the service, labor, equipment or other item. Any approval by the respected department head under this agreement shall be spread on the minutes of all applicable entities at those entities next regular meeting, with the writing required to detail the extent of the scope of the request, the approval given by the department head, any expenditures required under the request, and whether the approval is consistent with Board approved budget for any line items affected thereby.

(B) Fire Protection.

Presently, Hancock and the Hancock Municipalities each have their own independent fire protection services and districts. Historically, the Hancock County fire districts and the Hancock Municipalities' respective Fire Departments have cooperated in providing fire protection services within each County's jurisdiction. Hancock and the Hancock Municipalities agree that by the execution of this Agreement and upon the adoption of an appropriate Resolution duly spread upon the official minutes of each County, Hancock and the Hancock Municipalities, each in their sole discretion, agree to provide assistance to each County in implementing its fire protection services as provided in Miss. Code Ann. §§ 19-3-73, 19-5-97, 19-5-229 and 19-5-235 (1972), as amended. Any request for assistance under this Fire Protection agreement shall be subject to approval on an instance by instance basis by the chief of the district or entity from whom assistance is requested. Further, any request to a fire district chief or department head requesting expenditure to be made for the purchases of firetruck, pump, tank, firehose, extinguisher, or other related equipment must be submitted to the department head, who then shall provide a written recommendation on the request to his Board for consideration. No such purchase may be authorized except as approved by the Board of the entity requested to make the expenditure.

SECTION III. Financing.

The parties may each finance the performance of their individual duties under this Agreement by any means lawfully available to them. Consequently, no financing, staffing, supplying or budgeting of this cooperative undertaking is required. No funds shall be jointly received or disbursed through this Agreement and no funds shall become joint undertaking funds, hence, no treasurer or disbursing officer needs to be identified.

SECTION IV. Joint Board Provisions.

The terms and provisions of this Agreement do not require the establishment of a joint board.

SECTION V. Real and Personal Property.

It is not the intent of this Agreement that title to any real or personal property shall be transferred between the parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the party in which it is now vested. All real and personal property owned by Hancock at the time of such termination or purchased by Hancock pursuant to this Agreement shall remain the property of Hancock; all real and personal property owned by the Hancock Municipalities at the time of such termination or purchased by the Hancock Municipalities pursuant to this Agreement shall remain the property of the Hancock Municipalities.

SECTION VI. Acquisition of Property.

No additional real or personal property is to be acquired, held or disposed of in this joint cooperative undertaking except as may be approved above for fire protection services. Any property purchased under that agreement will be owned as indicated on the board order approving said purchase. All real and personal property utilized by any party in implementing this Agreement shall remain said party's property upon partial or complete termination or amendment of this Agreement.

SECTION VII. Severability.

If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION VIII. Term of Agreement.

This Agreement shall become effective as of the date of the last entity approving said agreement, subject to approval by the Attorney General for the State of Mississippi and filing with the Mississippi Secretary of State and the Chancery Clerks of Hancock and the Hancock Municipalities, and shall terminate on January 1, 2020. Each entity, however recognizes and understands that they cannot bind their successor boards, and that this agreement is voidable by the successor board of any entity hereto without notice or right of any other party. This Agreement may be terminated by the mutual agreement of the parties upon thirty (30) days written notice to the President of each respective Board of Supervisors. This Agreement may be renewed by Hancock and the Hancock Municipalities by Resolution of each entity spread upon their respective minutes. It is also agreed and understood that Hancock and Harrison shall notify each other, no later than thirty (30) days prior to the 1st day of January, 2020, that they intend to renew or reject the Agreement for another period of time to be agreed upon.

SECTION IX. Amendment.

This Agreement may be amended upon the written agreement of both parties provided such amendment is approved by the Mississippi Attorney General as provided by Miss. Code Ann. § 17-13-1 et seq. (1972), as amended.

SECTION X. Approval by the Attorney General.

Hancock and the Hancock Municipalities direct that after the execution of this Agreement the same shall be forwarded to the Attorney General for the State of Mississippi for his approval as provided by law. In the event of disapproval by the Attorney General of any section of the services listed herein, the authorities of Hancock and the Hancock Municipalities will be required to adopt a newly drafted Agreement before said Agreement shall become effective.

The Clerks of the Boards for Hancock and the Hancock Municipalities shall spread this Agreement upon the minutes of the respective Governing Authority and shall, upon receipt of the approval or disapproval of the Attorney General, spread said approval or disapproval upon the minutes noting in the minute book where the Attorney General's approval or disapproval may be found. Said Agreement shall be in full force and effect after approval by the Attorney General for the State of Mississippi and recorded in the offices of the Mississippi Secretary of State and the Chancery Clerks of Hancock County and the Hancock Municipalities.

SECTION XI. Each Entity to Maintain Liability Insurance or Other Funds Required by the Mississippi Tort Claims Act.

Hancock and the Hancock Municipalities herein agree that it shall be the responsibility of each party to maintain its own general premises, liability insurance or other insurance/funds administered by or authorized under the Mississippi Tort Claims Act which are the subject of this Interlocal Governmental Cooperative Agreement with a limit of liability of no less than Five Hundred Thousand Dollars (\$500,000.00). Upon request, either party shall provide the requesting party hereto proof of insurance coverage. If such coverage is not maintained or is cancelled by the carrier for either party, the other may declare this Agreement null, void and of no further effect. Any party found to be at fault for uninsured claims for which there is liability and no immunity shall be responsible for settlement of the claim or any judgment arising out of the fault or claim pertaining to any act under this Agreement and shall provide for all costs of defense against said claim. Nothing in this Agreement shall waive, reduce, limit, negate or otherwise affect any immunities of either Hancock or the Hancock Municipalities as a

governmental or sovereign entity pursuant to Miss. Code Ann. § 11-46-1 et seq. (1972), as amended, (the "Mississippi Tort Claims Act"), or under other statute, constitution provision or amendment or common law.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

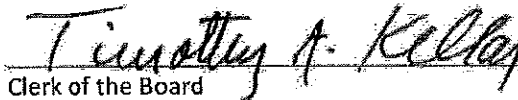
IN WITNESS WHEREOF, I, as President of the Board of Supervisors of Hancock County, Mississippi, the officer duly authorized in the premises by Resolution of Hancock County, Mississippi, attached hereto, do hereby set and subscribe my signature on behalf of Hancock County, Mississippi to the foregoing Interlocal Governmental Cooperation Agreement between Hancock County, Mississippi and Bay Saint Louis, Waveland and Diamondhead.

WITNESS MY SIGNATURE, this the 18th day of July, 2016.

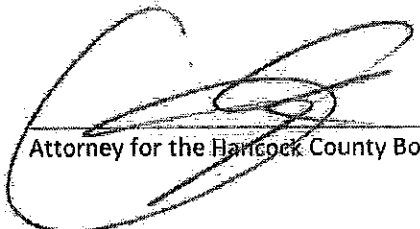
HANCOCK COUNTY, MISSISSIPPI


President, Hancock County Board of Supervisors

ATTEST:


Clerk of the Board

I HAVE APPROVED THIS
INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT
AS TO FORM:


Attorney for the Hancock County Board of Supervisors

IN WITNESS WHEREOF, I, as Mayor of Bay Saint Louis, Mississippi, the officer duly authorized in the premises by Resolution of Bay Saint Louis, Mississippi, attached hereto, do hereby set and subscribe my signature on behalf of Bay Saint Louis, Mississippi to the foregoing Interlocal Governmental Cooperation Agreement between Hancock County, Mississippi and Bay Saint Louis, Waveland and Diamondhead.

WITNESS MY SIGNATURE, this the _____ day of _____, 2016.

BAY SAINT LOUIS, MISSISSIPPI

Mayor, Bay Saint Louis, Mississippi

ATTEST:

City Clerk

**I HAVE APPROVED THIS
INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT
AS TO FORM:**

Donald Rafferty
Attorney for Bay Saint Louis

IN WITNESS WHEREOF, I, as Mayor of Waveland, Mississippi, the officer duly authorized in the premises by Resolution of Waveland, Mississippi, attached hereto, do hereby set and subscribe my signature on behalf of Waveland, Mississippi to the foregoing Interlocal Governmental Cooperation Agreement between Hancock County, Mississippi and Bay Saint Louis, Waveland and Diamondhead.

WITNESS MY SIGNATURE, this the ____ day of _____, 2016.

WAVELAND, MISSISSIPPI

Mayor, Waveland, Mississippi

ATTEST:

City Clerk Manager

**I HAVE APPROVED THIS
INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT
AS TO FORM:**

Rachel P. Yarborough,
Attorney for Waveland, Mississippi

IN WITNESS WHEREOF, I, as Mayor of Diamondhead, Mississippi, the officer duly authorized in the premises by Resolution of Diamondhead, Mississippi, attached hereto, do hereby set and subscribe my signature on behalf of Diamondhead, Mississippi to the foregoing Interlocal Governmental Cooperation Agreement between Hancock County, Mississippi and Bay Saint Louis, Waveland and Diamondhead.

WITNESS MY SIGNATURE, this the ____ day of _____, 2016.

DIAMONDHEAD, MISSISSIPPI

Mayor, Diamondhead, Mississippi

ATTEST:

City Clerk

I HAVE APPROVED THIS
INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT
AS TO FORM:

Sean Tindell,
Attorney for Diamondhead, Mississippi



5000 Diamondhead Circle • Diamondhead, MS 39525-3260

Phone: 228.222.4626 Fax: 228.222.4390

www.diamondhead.ms.gov

July 26, 2016

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

RE: Traffic Study (STP-0023-00(050)LPA/ 107130-711000

Attached for your review and approval are Invoice No. 6 in the amount of \$1,285.01 and Final Invoice No. 7 in the amount of \$1417.25 for a total payment in the amount of \$2,702.26 to Pickering Firm, Inc. for professional services relating to the traffic study. This payment is part of the MDOT grant received for the traffic study and finalizes the project ending June 30, 2016.

Thank you for your approval and consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Clovis Reed', is written over a large, stylized 'C' that serves as a background for the signature.

Clovis Reed
City Manager

CR:jk

attachments



*Service and Good Work...
Our Foundation, Our Future
Since 1946*

July 26, 2016

Mr. Clovis Reed, City Manager
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Re: City of Diamondhead Traffic Study
Project No. STP-0023-00(050)LPA
Pickering Project No. 24494.01
Hancock County

Dear Clovis:

Submitted herewith is one (1) original engineering estimate for the period ending June 30, 2016 on the above captioned project. Please sign where required and email the entire invoice package, along with proof of payment, to lpainvoice@mdot.ms.gov for further processing and reimbursement

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Richard C. Ferguson, P.E.
PRINCIPAL

pc: File

Enclosures

PRELIMINARY ENGINEERING CSU-001 For LPA's

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PRELIMINARY ENGINEERING ESTIMATE - RECAP SHEET**

Vendor Number 3100027173 0
 Project No. STP-0023-00(050)LPA/107130-711000 County Hancock
 In Account With City of Diamondhead, 5000 Diamondhead Circle, Diamondhead, MS 39525
 Contract Number: CS00004393
 Est. No. 6 (Progress Estimate / Final) Period February 1, 2016 Thru June 30, 2016

P.O. No. 3941
 Invoice Number: 79212
 Sheet No. 1 OF 1

Document No. _____

	Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	1	080125	115	1612	107130 711000	1	\$1,285.01	\$59,048.05	\$60,333.06
Total							\$1,285.01	\$59,048.05	\$60,333.06
Total All Work Due							\$1,285.01	\$59,048.05	\$60,333.06

Rich Kargerson

Invoice Submitted
 Original Signed
 Picking Firm, Inc.
 Project Manager (Consultant)

LPA Official
 City of Diamondhead

MDOT Planning Division
 Jeff Ely, P.E.

Director of CSU - Scot Elmgren

Current Termination Date of Contract:
 6-30-2016

(*** No Work is reimbursable after the termination date has been exceeded***)

Maximum Amount Allowed for Project (Total Net Work Due): \$61,851.81

AMOUNT OF PAYMENT FOR ALL ESTIMATES SHOULD BE TO THE NEAREST CENTS (\$0.00)

% Matching Funds Deduction for LPA	20.00000%	1	080125	115	1612	107130 711000	1	(\$257.00)	(\$11,809.61)	(\$12,066.61)
TOTAL Net Amount Owed to the LPA								\$1,028.01	\$47,238.44	\$48,266.45



INVOICE

Pickering Firm, Inc.

Facility Design • Civil Engineering • Surveying •
Transportation • Natural / Water Resources
2001 Airport Road, Suite 201, Flowood, MS 39232
PH 601.956.3663 FAX 601.956.7817 www.pickeringfirm.com

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

July 26, 2016
Project No: 24494.01
Invoice No: 0079212

City of Diamondhead Traffic Study
Project No. STP-0023-00(050)LPA/107130-711000
Hancock County

Client Contact: Clovis Reed, City Manager

Professional Services from February 1, 2016 to June 30, 2016

Professional Personnel

	Hours	Rate	Amount	
SENIOR ENGINEER				
Ferguson, Richard	1.00	41.05	41.05	
ENGINEER				
Warkentin, Matthew	8.00	27.17	217.36	
Warkentin, Matthew	1.00	31.25	31.25	
PROFESSIONAL INTERN				
McCormick, William	8.00	21.63	173.04	
Totals	18.00		462.70	
	2.7772 times	462.70	1,285.01	
	1.12 times	1,285.01	1,439.21	
Total Labor				1,439.21

Additional Fees

Fixed Fee Reduction for 75% Limit			-154.20	
Total Additional Fees			-154.20	-154.20

Billing Limits

	Current	Prior	To-Date	
Total Billings	1,285.01	59,048.05	60,333.06	
Limit			61,851.81	
Remaining			1,518.75	

Total this Invoice \$1,285.01

Outstanding Invoices

Number	Date	Balance
0078910	6/6/2016	6,393.32
Total		6,393.32

Billing Backup

Pickering

Invoice 0079212 Dated 7/26/2016

Tuesday, July 26, 2016

1:22:48 PM

Professional Personnel

			Hours	Rate	Amount	
SENIOR ENGINEER						
01908	Ferguson, Richard	2/26/2016	1.00	41.05	41.05	
ENGINEER						
02036	Warkentin, Matthew	2/8/2016	1.00	27.17	27.17	
02036	Warkentin, Matthew	2/9/2016	2.00	27.17	54.34	
02036	Warkentin, Matthew	2/11/2016	2.00	27.17	54.34	
02036	Warkentin, Matthew	2/12/2016	3.00	27.17	81.51	
02036	Warkentin, Matthew	2/26/2016	1.00	31.25	31.25	
PROFESSIONAL INTERN						
02057	McCormick, William	2/11/2016	8.00	21.63	173.04	
Totals			18.00		462.70	
			2.7772 times	462.70	1,285.01	
			1.12 times	1,285.01	1,439.21	
Total Labor						1,439.21
					Total the Project	\$1,439.21
					Total this Report	\$1,439.21



*Service and Good Work...
Our Foundation, Our Future
Since 1946*

July 26, 2016

Mr. Clovis Reed, City Manager
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Re: City of Diamondhead Traffic Study
Project No. STP-0023-00(050)LPA
Pickering Project No. 24494.01
Hancock County

Dear Clovis:

Submitted herewith is one (1) original engineering estimate for the remaining 25% of our fixed fee as per Article VI Part D of the contract on the above captioned project. Please sign where required and email the entire invoice package, along with proof of payment, to lpainvoice@mdot.ms.gov for further processing and reimbursement

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Richard C. Ferguson, P.E.
PRINCIPAL

pc: File

Enclosures

PRELIMINARY ENGINEERING CSU-001 For LPA's

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PRELIMINARY ENGINEERING ESTIMATE - RECAP SHEET**

Vendor Number 3100027173 0
 Project No. STP-0023-00(050)LPA/107130-711000 County Hancock
 In Account With City of Diamondhead, 5000 Diamondhead Circle, Diamondhead, MS 39525
 Contract Number: CS00004393
 Est. No. 7 (Progress Estimate / Final) Period July 1, 2016 Thru July 26, 2016

P.O. No. 3941
 Invoice Number: 79213
 Sheet No. 1 Of 1

Document No. _____

	Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	1	080125	115	1612	107130 711000	1	\$1,417.25	\$60,333.06	\$61,750.31
Total							\$1,417.25	\$60,333.06	\$61,750.31
Total All Work Due							\$1,417.25	\$60,333.06	\$61,750.31
Total Net Work Due							\$1,417.25	\$60,333.06	\$61,750.31

Invoice Submitted Original Signed Picking Firm, Inc.	<u>Rick Ferguson</u>
LPA Official City of Diamondhead	<u>Project Manager (Consultant)</u>
MDOT Planning Division	<u>Jeff Ely, P.E.</u>

Director of CSU - Seat Elnor										
% Matching Funds Deduction for LPA	20.000000%	1	080125	115	1612	107130 711000	1	(\$283.45)	(\$12,066.61)	(\$12,350.06)
TOTAL Net Amount Owed to the LPA \$1,133.80 \$48,266.45 \$49,400.25										

Current Termination Date of Contract: 6-30-2016	AMOUNT OF PAYMENT FOR ALL ESTIMATES SHOULD BE TO THE NEAREST CENTS (\$0.00)
(***) No Work is reimbursable after the termination date has been exceeded (***)	
Maximum Amount Allowed for Project (Total Net Work Due): \$61,851.81	

Rick Ferguson

Invoice Submitted
 Original Signed
 Picking Firm, Inc.
 Project Manager (Consultant)

LPA Official
 City of Diamondhead

MDOT Planning Division
 Jeff Ely, P.E.

Director of CSU - Scott Elyott

% Matching Funds Deduction for LPA 20.000000% 1 080125 115 1612

TOTAL Net Amount Owed to the LPA

(\$283.45) (\$12,066.61) (\$12,350.06)
 \$1,133.80 \$48,266.45 \$49,400.25

AMOUNT OF PAYMENT FOR ALL ESTIMATES SHOULD BE TO THE NEAREST CENTS (\$0.00)

Current Termination Date of Contract: 6-30-2016
 (***) No Work is reimbursable after the termination date has been exceeded (***)
 Maximum Amount Allowed for Project (Total Net Work Due): \$61,851.81



INVOICE

Pickering Firm, Inc.
Facility Design • Civil Engineering • Surveying •
Transportation • Natural / Water Resources
2001 Airport Road, Suite 201, Flowood, MS 39232
PH 601.956.3663 FAX 601.956.7817 www.pickeringfirm.com

July 26, 2016
Project No: 24494.01
Invoice No: 0079213

FINAL

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525
City of Diamondhead Traffic Study
Project No. STP-0023-00(050) LPA/107130-711000
Hancock County
Client Contact: Clovis Reed, City Manager
Professional Services through July 26, 2016

Additional Fees
Final 25% Fixed Fee
Total Additional Fees

1,417.25
1,417.25
Total this Invoice \$1,417.25



5000 Diamondhead Circle • Diamondhead, MS 39525-3260

Phone: 228.222.4626 Fax: 228.222.4390

www.diamondhead.ms.gov

July 26, 2016

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

RE: Purchase 2 Chevrolet ¾ ton Trucks for Public Works

Permission to purchase 2 Chevrolet Silverado ¾ ton trucks for the Public Works Department from Roger Dabbs Chevrolet (State Contract #070-48-52390-2) in the total amount of \$55,605.60 is hereby requested. According to the dealer representative, the City must proceed with submitting the order to the dealer to insure delivery of the vehicles in December 2016.

Thank you in advance for your approval and consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Clovis Reed', is written over the word 'Sincerely,'.

Clovis Reed
City Manager

CR:jk

attachments

Agenda Item 2016-138



5000 Diamondhead Circle • Diamondhead, MS 39525-3260

Phone: 228.222.4626 Fax: 228.222.4390

www.diamondhead.ms.gov

July 26, 2016

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

Re: Seymour Engineering – Invoices 5814 and 5817

Attached for your review and payment consideration are the following invoices totaling \$20,700.00 to Seymour Engineering:

Invoice 5814	\$15,152.50
Invoice 5817	\$ 5,547.50

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Reed'.

Clovis Reed
City Manager

CR:jk

attachments

SEYMOUR

ENGINEERING

CIVIL ENGINEERS AND PROFESSIONAL LAND SURVEYORS
925 Tommy Munro Dr., Ste. G • Biloxi, Mississippi 39532 • Phone: 228-385-2350
Fax: 228-385-2353 • Toll Free 888-385-2350

PLEASE REFER TO INVOICE NUMBER ON RETURN PAYMENT

DATE	INVOICE #
6/28/16	5817

INVOICE

RECEIVED JUN 28 2016
A FINANCE CHARGE OF 1% (12% PER ANNUM) WILL BE CHARGED ON OVERDUE ACCOUNTS.

Please remit to:

P.O. Box 7000

D'Iberville, MS 39540

REP
RJD

JOB DESCRIPTION

JOB #

DIAMONDHEAD STREETS PAVING

16-070.05

TO	DATE	CLASS-DESCR	HOURS	Rate	COMMENTS	SUB-TOTAL
CITY OF DIAMONDHEAD ATTENTION: MS. CONNIE SCOTT 5000 DIAMONDHEAD CIRCLE DIAMONDHEAD, MS 39525 RE: 16-070.05 DIAMONDHEAD STREETS PAVING	6/7/16	SR STRUC/CIVIL E...	1	150.00	MET WITH R SULLIVAN TO DISCUSS PROJECT	150.00
	6/8/16	SR STRUC/CIVIL E...	4.5	150.00	PREPARE BID PACKAGE	675.00
	6/9/16	SR STRUC/CIVIL E...	8	150.00	PREPARE BID PACKAGE	1,200.00
	6/9/16	ADMIN ASST/SPE...	2	55.00	SPECIFICATIONS PREPARATION	110.00
	6/10/16	SR STRUC/CIVIL E...	8	150.00	PREPARE BID PACKAGE	1,200.00
	6/10/16	ADMIN ASST/SPE...	2	55.00	SPECIFICATIONS PREPARATION	110.00
	6/13/16	SR STRUC/CIVIL E...	5	150.00	PREPARE COST ESTIMATE AND SEND TO CITY	750.00
	6/13/16	ADMIN ASST/SPE...	5.5	55.00	BINDING / PRINTING SPECIFICATIONS	302.50
	6/14/16	SR STRUC/CIVIL E...	2	150.00	PREPARE COST ESTIMATE AND SEND TO CITY	300.00
	6/15/16	SR STRUC/CIVIL E...	5	150.00	FINAL REVIEW OF BID PACKAGE	750.00
Total						\$5,547.50

[illegible]

GEN OFFICE #S	SERVICE ITEM	COMPUTER USAGE
16-000-GEN ADMIN	CL-CLERICAL	PE-CIVIL, PE
16-001-HOLIDAY	DR-CIVIL DRAFTSMAN	PLS-SURVEY, PLS
16-002-VACATION	EIT-CIVIL, EIT	PRIN-CIVIL, PRIN
16-003-SICK LEAVE	GPS-GPS SURVEY CREW	STR-STRUCTURAL ENG
16-004-PROPOSAL	IN-INSPECTION	SVC-SURVEY CREW

COMPUTER USAGE
AU-AUTOCAD
C-GENERAL COMPUTER

DATE: - Sunday -

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	COMP.	HOURS

DATE: - Monday -

[illegible]

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

DATE: - Tuesday -

[illegible]

DATE: - Wednesday -

[illegible]

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

DATE: - Thursday -

[illegible][illegible]

DATE: - Friday -

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	COMP.	HOU
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	DIAMONHEAD		16-070-05 SPERS PREP.	200	

[illegible]

DATE: - Saturday -

SATURDAY			DATE: Saturday	COMP.	HOURS
JOB #	JOB NAME	SVC ITEM	DESCRIPTION		

16-000-GEN ADMIN	CL-CLERICAL	PE-CIVIL, PE	<u>COMPUTER USAGE</u> AU-AUTOCAD C-GENERAL COMPUTER
16-001-HOLIDAY	DR-CIVIL DRAFTSMAN	PLS-SURVEY, PLS	
16-002-VACATION	EIT-CIVIL, EIT	PRIN-CIVIL, PRIN	
16-003-SICK LEAVE	GPS-GPS SURVEY CREW	STR-STRUCTURAL ENG	
16-004-PROPOSAL	IN-INSPECTION	SVC-SURVEY CREW	

Joni Barnes

DATE: - Sunday -

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	COMP.	HOURS

MONDAY

6-13

DATE: - Monday -

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	COMP.	HOURS

DIAM END HEAD

BINDING / PRINTING SPECS
(16-070, 05)

5	57
---	----

TOTAL HRS-MON

TUESDAY

6-14

DATE: - Tuesday -

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	COMP.	HOURS

TOTAL HRS-TUES	10
----------------	----

WEDNESDAY 6-15

DATE: - Wednesday -

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	COMP.	HOURS

	TOTAL HRS-WED
--	---------------

THURSDAY 2 - / 6

DATE: - Thursday -

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	COMP.	HOUR

TOTAL HRS-THURS	10
-----------------	----

FRIDAY

6-17

DATE: - Friday -

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	COMP.	HOUR

TOTAL HRS-FR!	10
---------------	----

SATURDAY

DATE: - Saturday -

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	COMP.	HOU

TOTAL HRS-SAT	10
---------------	----

TOTAL HRS-WEEK 40.00

SEYMOUR

ENGINEERING

CIVIL ENGINEERS AND PROFESSIONAL LAND SURVEYORS

925 Tommy Munro Dr., Ste. G • Biloxi, Mississippi 39532 • Phone: 228-385-2350

Fax: 228-385-2353 • Toll Free 888-385-2350

SE

DATE	INVOICE #
6/28/16	5814

PLEASE REFER TO INVOICE NUMBER
ON RETURN PAYMENT

PAYMENT TERMS ARE NET 30 DAYS
A FINANCE CHARGE OF 1% (12% PER ANNUM)
WILL BE CHARGED ON OVERDUE ACCOUNTS.

INVOICE

TO		Please remit to:		<div> <div>RECEIVED</div> <div>JUN 28 2016</div> <div> <div>REP</div> <div>RID</div> </div> </div>	
CITY OF DIAMONDHEAD ATTENTION: MS. CONNIE SCOTT 5000 DIAMONDHEAD CIRCLE DIAMONDHEAD, MS 39525 RE: 13-070.04 DRAINAGE IMP. PROJECTS		P.O. Box 7000 D'Iberville, MS 39540		JOB #	
		JOB DESCRIPTION		13-070.04	
		DRAINAGE IMP. PROJECTS			
DATE	CLASS-DESCR	HOURS	Rate	COMMENTS	SUB-TOTAL
1/21/16	SR STRUC/CIVIL E...	3	150.00	PREPARE LIST TEN DRAINAGE ISSUES AND ATTEND WEEKLY MEETING	450.00
1/21/16	SR STRUC/CIVIL E...	2	150.00	INSPECT WORK AT KAPALAMA, AHEKOLO, AND IONA	300.00
1/21/16	SR ENG TECH	2	95.00	KAPALAMA / AHEKOLO DRAINAGE - CHECK PROGRESS OF CONTRACTOR	190.00
1/22/16	SR ENG TECH	2	95.00	CHECK SITE CONDITIONS AFTER HEAVY THUNDERSTORMS LAST NIGHT	190.00
1/23/16	SR ENG TECH	3.5	95.00	IONA DRIVE DRAINAGE - INSPECT DEMOLITION OF GUARD RAILS AND ASPHALT AND CONCRETE RIP-RAP	332.50
1/26/16	SR ENG TECH	3.5	95.00	CHECK CONFLICT WITH SEWER LINE AT IONA DRIVE AND CLEANUP AT KAPALAMA DRIVE	332.50
1/26/16	SR ENG TECH	1	95.00	KIKO STREET DRAINAGE - ATTEND PRE-CONSTRUCTION CONFERENCE	95.00
1/26/16	SR STRUC/CIVIL E...	3	150.00	PREPARE FOR PRE-CONSTRUCTION MEETING AND ATTEND MEETING	450.00
Total					

SEYMOUR

ENGINEERING

CIVIL ENGINEERS AND PROFESSIONAL LAND SURVEYORS

925 Tammy Munro Dr., Ste. G • Biloxi, Mississippi 39532 • Phone: 228-385-2350

Fax: 228-385-2353 • Toll Free 888-385-2350

SE

DATE	INVOICE #
6/28/16	5814

PLEASE REFER TO INVOICE NUMBER
ON RETURN PAYMENT

PAYMENT TERMS ARE NET 30 DAYS
A FINANCE CHARGE OF 1% (12% PER ANNUM)
WILL BE CHARGED ON OVERDUE ACCOUNTS.

INVOICE

TO		Please remit to: P.O. Box 7000 Diberville, MS 39540		REP	
CITY OF DIAMONDHEAD ATTENTION: MS. CONNIE SCOTT 5000 DIAMONDHEAD CIRCLE DIAMONDHEAD, MS 39525 RE: 13-070.04 DRAINAGE IMP. PROJECTS		JOB DESCRIPTION		JOB #	
		DRAINAGE IMP. PROJECTS		13-070.04	
DATE	CLASS-DESCR	HOURS	Rate	COMMENTS	SUB-TOTAL
1/27/16	SR STRUC/CIVIL E...	3	150.00	PREPARE TOP TEN DRAINAGE PROJECTS REPORT	450.00
1/28/16	SR ENG TECH	3	95.00	IONA DRIVE DRAINAGE - MET WITH CONTRACTOR TO START PROJECT	285.00
1/28/16	SR STRUC/CIVIL E...	3	150.00	PREPARE FOR / ATTEND WEEKLY DRAINAGE MEETING	450.00
1/28/16	SR STRUC/CIVIL E...	1	150.00	WENT TO KIKO TO SPEAK WITH MR. ALDERMAN	150.00
1/29/16	SR ENG TECH	5	95.00	INSPECT INSTALLATION OF NEW STORM DRAIN PIPE	475.00
1/29/16	SR STRUC/CIVIL E...	1.5	150.00	WORK ON FIELD ISSUES FOR APWA AND IONA	225.00
1/29/16	SR STRUC/CIVIL E...	0.5	150.00	PREPARE / SEND NOTICE TO PROCEED TO JE TALLEY	75.00
2/1/16	SR STRUC/CIVIL E...	1	150.00	REVIEW QUOTE FROM TALLEY TO EXTEND PIPES AT KIKO	150.00
2/1/16	SR ENG TECH	4	95.00	IONA STREET DRAINAGE - INSPECT INSTALLATION OF STORM DRAIN PIPE AND CLEANUP OF SITE	380.00
2/2/16	SR ENG TECH	2	95.00	IONA STREET DRAINAGE - INSPECT CLEANUP OF SITE	190.00
2/2/16	SR ENG TECH	3	95.00	KIKO STREET DRAINAGE - MET WITH CONTRACTOR ON SITE TO START PROJECT	285.00
Total					

SEYMOUR

ENGINEERING

CIVIL ENGINEERS AND PROFESSIONAL LAND SURVEYORS
925 Tommy Munro Dr., Ste. G • Biloxi, Mississippi 39532 • Phone: 228-385-2350
Fax: 228-385-2353 • Toll Free 888-385-2350



DATE	INVOICE #
6/28/16	5814

PLEASE REFER TO INVOICE NUMBER
ON RETURN PAYMENT

PAYMENT TERMS ARE NET 30 DAYS
A FINANCE CHARGE OF 1% (12% PER ANNUM)
WILL BE CHARGED ON OVERDUE ACCOUNTS.

INVOICE

TO		Please remit to:		P.O. Box 7000 D'Iberville, MS 39540		REP RID	
CITY OF DIAMONDHEAD ATTENTION: MS. CONNIE SCOTT 5000 DIAMONDHEAD CIRCLE DIAMONDHEAD, MS 39525 RE: 13-070.04 DRAINAGE IMP. PROJECTS				JOB DESCRIPTION		JOB #	
		DRAINAGE IMP. PROJECTS				13-070.04	
DATE	CLASS-DESCR	HOURS	Rate	COMMENTS	SUB-TOTAL		
2/3/16	SR STRUC/CIVIL E...	4	150.00	MET WITH D. GARTMAN TO REVIEW PROJECT COSTS; INSPECT JOB SITE	600.00		
2/3/16	SR ENG TECH	5	95.00	IONA STREET DRAINAGE - INSPECT CLEANUP OF SITE. MET WITH CONTRACTOR TO DISCUSS BILL FOR RELOCATING UTILITIES; MET WITH NANCY DEPREO TO LOOK AT UTILITIES ON APUA STREET	475.00		
2/4/16	SR ENG TECH	6	95.00	INSPECT BOX CULVERTS FOR APUA STREET AND INSTALLATION OF WATER MAIN BYPASS AT APUA STREET. INSPECT INSTALLATION OF FORMS FOR HEADWALLS AT IONA STREET	570.00		
2/5/16	SR STRUC/CIVIL E...	1	150.00	APUA AND IONA DRAINAGE	150.00		
2/5/16	SR ENG TECH	9.5	95.00	APUA STREET DRAINAGE - INSPECT INSTALLATION OF BOX CULVERTS	902.50		
2/8/16	SR ENG TECH	2	95.00	INSPECT CONSTRUCTION OF HEADWALL FORMS AT IONA STREET AND CLEANUP OF KAPALAMA SITE	190.00		
					Total		

SEYMOUR

ENGINEERING

CIVIL ENGINEERS AND PROFESSIONAL LAND SURVEYORS

925 Tommy Munro Dr., Ste. G • Biloxi, Mississippi 39532 • Phone: 228-385-2350

Fax: 228-385-2353 • Toll Free 888-385-2350

SE

DATE	INVOICE #
6/28/16	5814

PLEASE REFER TO INVOICE NUMBER
ON RETURN PAYMENT

PAYMENT TERMS ARE NET 30 DAYS
A FINANCE CHARGE OF 1% (12% PER ANNUM)
WILL BE CHARGED ON OVERDUE ACCOUNTS.

INVOICE

TO		Please remit to:		P.O. Box 7000 D'Iberville, MS 39540		REP RID	
CITY OF DIAMONDHEAD ATTENTION: MS. CONNIE SCOTT 5000 DIAMONDHEAD CIRCLE DIAMONDHEAD, MS 39525 RE: 13-070.04 DRAINAGE IMP. PROJECTS				JOB DESCRIPTION		JOB #	
		DRAINAGE IMP. PROJECTS				13-070.04	
DATE	CLASS-DESCR	HOURS	Rate	COMMENTS	SUB-TOTAL		
2/8/16	SR ENG TECH	4	95.00	KIKO STREET DRAINAGE - INSPECT DIVERSION OF WATER MAIN AND INSTALLATION OF STORM DRAIN	380.00		
2/8/16	SR STRUC/CIVIL E...	2.5	150.00	PREPARE CDBG PROJECT MAP	375.00		
2/9/16	SR ENG TECH	3	95.00	INSPECT INSTALLATION OF HEADWALL FORMS AT IONA DRIVE AND CLEANUP OF APUA SITE	285.00		
2/9/16	SR STRUC/CIVIL E...	2.5	150.00	PREPARE PROPERTY MAPS FOR MICHELE MOORE	375.00		
2/11/16	SR ENG TECH	2	95.00	AHEKOLO STREET, APUA STREET - CHECK PROGRESS OF CONTRACTOR	190.00		
2/11/16	SR STRUC/CIVIL E...	3	150.00	ATTEND WEEKLY MEETING: INSPECT PROJECT SITES WITH R SULLIVAN	450.00		
2/16/16	SR ENG TECH	3	95.00	CHECK SITE CONDITIONS AFTER THUNDERSTORMS LAST NIGHT AT KIKO STREET, APUA STREET, KAPALAMA STREET AND IONA STREET: INSPECT INSTALLATION OF HEADWALL FORMS AT AHEKOLO STREET	285.00		
Total							

SEYMOUR

ENGINEERING

CIVIL ENGINEERS AND PROFESSIONAL LAND SURVEYORS
925 Tommy Munro Dr., Ste. G • Biloxi, Mississippi 39532 • Phone: 228-385-2350
Fax: 228-385-2353 • Toll Free 888-385-2350

SE

DATE	INVOICE #
6/28/16	5814

PLEASE REFER TO INVOICE NUMBER
ON RETURN PAYMENT

INVOICE

PAYMENT TERMS ARE NET 30 DAYS
A FINANCE CHARGE OF 1% (12% PER ANNUM)
WILL BE CHARGED ON OVERDUE ACCOUNTS.

TO

CITY OF DIAMONDHEAD
ATTENTION: MS. CONNIE SCOTT
5000 DIAMONDHEAD CIRCLE
DIAMONDHEAD, MS 39525
RE: 13-070.04 DRAINAGE IMP. PROJECTS

Please remit to:
P.O. Box 7000
D'Iberville, MS 39540

REP
RJD

JOB DESCRIPTION

JOB #

DRAINAGE IMP. PROJECTS

13-070.04

DATE	CLASS-DESCR	HOURS	Rate	COMMENTS	SUB-TOTAL
2/17/16	SR ENG TECH	3	95.00	INSPECT CLEANUP OF SITES	285.00
2/18/16	SR STRUC/CIVIL E...	3	150.00	ATTEND WEEKLY MEETING: INSPECT PROJECT SITES WITH R SULLIVAN	450.00
2/23/16	SR STRUC/CIVIL E...	2	150.00	PROCESS CONTRACTOR PAY APPLICATION NO. 2 FOR KAPALAMA, AHEKOLO, APUA, IONA	300.00
2/23/16	SR STRUC/CIVIL E...	1	150.00	REVIEW DRAINAGE PROBLEM AT ANAHOLA PLACE	150.00
2/24/16	SR STRUC/CIVIL E...	5.5	150.00	PROJECTS SITE VISITS; SEND REPORT TO CONTRACTOR	825.00
2/25/16	SR STRUC/CIVIL E...	3	150.00	ATTEND WEEKLY MEETING; INSPECT PROJECT SITES WITH R SULLIVAN	450.00
2/25/16	SR ENG TECH	4	95.00	CHECK SITE CONDITIONS AT AHEKOLO, IONA, KAPALAMA AND APUA STREETS. MET WITH JOEY DIAZ AND RICHARD SULLIVAN TO LOOK AT IONA STREET	380.00
Total					

SEYMOUR

ENGINEERING

CIVIL ENGINEERS AND PROFESSIONAL LAND SURVEYORS
925 Tommy Munro Dr., Ste. G • Biloxi, Mississippi 39532 • Phone: 228-385-2350
Fax: 228-385-2353 • Toll Free 888-385-2350

SE

DATE	INVOICE #
6/28/16	5814

PLEASE REFER TO INVOICE NUMBER
ON RETURN PAYMENT

PAYMENT TERMS ARE NET 30 DAYS
A FINANCE CHARGE OF 1% (12% PER ANNUM)
WILL BE CHARGED ON OVERDUE ACCOUNTS.

INVOICE

TO		Please remit to:		CITY OF DIAMONDHEAD ATTENTION: MS. CONNIE SCOTT 5000 DIAMONDHEAD CIRCLE DIAMONDHEAD, MS 39525 RE: 13-070.04 DRAINAGE IMP. PROJECTS		P.O. Box 7000 D'Iberville, MS 39540		REP RID			
DATE		CLASS-DESCR		HOURS		Rate		COMMENTS		SUB-TOTAL	
3/1/16		SR ENG TECH		2		95.00		KIKO STREET DRAINAGE - INSPECT CONSTRUCTION OF NEW INLET BOX		190.00	
3/1/16		SR ENG TECH		2		95.00		IONA STREET - INSPECT PLACEMENT OF RIP RAP AT HEADWALLS		190.00	
3/2/16		SR ENG TECH		2		95.00		APUA STREET DRAINAGE - INSPECT PLACEMENT OF RIP RAP AT EACH HEADWALL		190.00	
3/2/16		SR ENG TECH		2		95.00		KIKO STREET DRAINAGE - INSPECT CONSTRUCTION OF STORM DRAIN INLET		190.00	
3/3/16		SR ENG TECH		2		95.00		KIKO STREET DRAINAGE - INSPECT CONSTRUCTION OF STORM DRAIN INLET, CLEANING OF DITCH AND PLACEMENT OF RIP RAP		190.00	
3/3/16		SR STRUC/CIVIL E...		2		150.00		VISIT JOB SITES AND MET WITH TOMMY WITH JE TALLEY AND D RIVERS		300.00	
3/4/16		SR ENG TECH		4		95.00		INSPECT PLACEMENT OF CONCRETE FOR NEW STORM DRAIN INLET AT KIKO STREET		380.00	
Total										\$15,152.50	

WEEKLY TIME SHEET				NAME: Joey Diaz	
GEN OFFICE'S 16-000-GEN ADMIN 16-001-HOLIDAY 16-002-VACATION 16-003-SICK LEAVE 16-004-PROPOSAL		SERVICE ITEM CL-CLERICAL DR-CIVIL DRAFTSMAN ET-CIVIL ET GPS-GPS SURVEY CREW IN-INSPECTION		PE-CIVIL, PE PLS-SURVEY, PLS PRM-CIVIL, PRM STR-STRUCTURAL ENG SVC-SURVEY CREW	
		CLASS (JOB COST ONLY) PR-PROPOSAL AD-ADMINISTRATIVE PD-PRELIM DESIGN CL-CONSTR LAYOUT		TBS-TOPOGR & BOUNDARY SV DS-DESIGN & SPECIFICATIONS CM-CONSTR MGMT & INSP FP-FINAL PLAT	
SUNDAY		DATE: Sunday -		1/17/2016	
JOB #	SVC ITEM	DESCRIPTION	CLASS	HOURS	
			TOTAL HRS-SUN 0		
MONDAY		DATE: Monday -		1/18/2016	
JOB #	SVC ITEM	DESCRIPTION	CLASS	HOURS	
			TOTAL HRS-MON		
TUESDAY		DATE: Tuesday -		1/19/2016	
JOB #	SVC ITEM	DESCRIPTION	CLASS	HOURS	
			TOTAL HRS-TUES		
WEDNESDAY		DATE: Wednesday -		1/20/2016	
JOB #	SVC ITEM	DESCRIPTION	CLASS	HOURS	
			TOTAL HRS-WED		
THURSDAY		DATE: Thursday -		1/21/2016	
JOB #	SVC ITEM	DESCRIPTION	CLASS	HOURS	
13-070.04	DIAMONDHEAD DRAINAGE IMPROVEMENT PROJECT	PREP LIST 10 DRAINAGE ISSUES & ATTEND WEEKLY MEETING		3	
13-070.04	DIAMONDHEAD DRAINAGE IMPROVEMENT PROJECT	INSPECT WORK AT KAPALAMA, AHEKOLO, AND IONA		2	
			TOTAL HRS-THURS		
FRIDAY		DATE: Friday -		1/22/2016	
JOB #	SVC ITEM	DESCRIPTION	CLASS	HOURS	
			TOTAL HRS-FRI		
SATURDAY		DATE: Saturday -		1/23/2016	
JOB #	SVC ITEM	DESCRIPTION	CLASS	HOURS	
			TOTAL HRS-SAT 0		
			TOTAL HRS-WEEK		

WEEKLY TIME SHEET				NAME: Joey Diaz	
GEN OFFICE P/B		SERVICE ITEM		CLASS (JOB COST ONLY)	
16-000-GEN ADMIN		CL-CLERICAL		PR-PROPOSAL	
16-001-HOLIDAY		DR-CIVIL DRAFTSMAN		TS5-TOPOGR & BOUNDARY SV	
16-002-VACATION		EIT-CIVIL, EIT		DS-DESIGN & SPECIFICATIONS	
16-003-SICK LEAVE		GPS-GPS SURVEY CREW		CM-CONSTR MGMT & INSP	
16-004-PROPOSAL		IN-INSPECTION		FP-FINAL PLAT	
PE-CIVIL, PE		PLS-SURVEY, PLS		AD-ADMINISTRATIVE	
PRN-CIVIL, PRN		STR-STRUCTURAL ENG		PO-PRELIM DESIGN	
SVC-SURVEY CREW		SVC-SURVEY CREW		CL-CONSTR LAYOUT	
SUNDAY				DATE: Sunday - 1/24/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
				TOTAL HRS-SUN	0
MONDAY				DATE: Monday - 1/25/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
				TOTAL HRS-MON	
TUESDAY				DATE: Tuesday - 1/26/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
13-070.04	DIAMONDHEAD DRAINAGE IMPROVEMENT PROJECT		PREP FOR PRE-CON MEETING AND ATTEND MEETING		3
				TOTAL HRS-TUES	
WEDNESDAY				DATE: Wednesday - 1/27/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
13-070.04	DIAMONDHEAD DRAINAGE IMPROVEMENT PROJECT		PREPARE TOP 10 DRAINAGE PROJECTS REPORT		3
				TOTAL HRS-WED	
THURSDAY				DATE: Thursday - 1/28/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
13-070.04	DIAMONDHEAD DRAINAGE IMPROVEMENT PROJECT		PREP FOR/ATTEND WEEKLY DRAINAGE MTG		3
13-070.04	DIAMONDHEAD DRAINAGE IMPROVEMENT PROJECT		WENT TO KIKO TO SPEAK WITH MR. ALDERMAN		1
				TOTAL HRS-THURS	
FRIDAY				DATE: Friday - 1/29/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
13-070.04	DIAMONDHEAD DRAINAGE IMPROVEMENT PROJECT		WORK ON FIELD ISSUES FOR APUA AND IONA		1.5
13-070.04	DIAMONDHEAD DRAINAGE IMPROVEMENT PROJECT		PREP SEND NOTICE TO PROCEED TO JE TALLEY		0.5
				TOTAL HRS-FRI	
SATURDAY				DATE: Saturday - 1/30/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
				TOTAL HRS-SAT	0
				TOTAL HRS-WEEK	

71MESH.XLS

WEEKLY TIME SHEET				NAME: Joey Diaz	
GEN OFFICE'S 16-000-GEN ADMIN 16-001-HOLIDAY 16-002-VACATION 16-003-SICK LEAVE 16-004-PROPOSAL		SERVICE ITEM CL-CLERICAL DR-CIVIL DRAFTSMAN ET-CIVIL, ET GPS-GPS SURVEY CREW IN-INSPECTION		PE-CIVIL, PE PLS-SURVEY, PLS PRN-CIVIL, PRN STR-STRUCTURAL ENG SVC-SURVEY CREW	
				CLASS (JOB COST ONLY) PR-PROPOSAL AD-ADMINISTRATIVE PD-PRELIM DESIGN CL-CONSTR LAYOUT TBS-TOPOGR & BOUNDARY SV DS-DESIGN & SPECIFICATIONS CM-CONSTR MGMT & INSP FP-FINAL PLAT	
SUNDAY		DATE: Sunday -		1/31/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
				TOTAL HRS-SUN	0
MONDAY		DATE: Monday -		2/1/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
13-070.04	DIAMONDHEAD DRAINAGE IMPROVEMENT PROJECT		REVIEW QUOTE FROM TALLEY TO EXTEND PIPES AT KIKO		1
				TOTAL HRS-MON	
TUESDAY		DATE: Tuesday -		2/2/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
				TOTAL HRS-TUES	
WEDNESDAY		DATE: Wednesday -		2/3/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
13-070.04	DIAMONDHEAD DRAINAGE IMPROVEMENT PROJECT		MET W/D. GARTMAN TO REVIEW PROJECT COSTS; INSPECT JOBS		4
				TOTAL HRS-WED	
THURSDAY		DATE: Thursday -		2/4/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
				TOTAL HRS-THURS	
FRIDAY		DATE: Friday -		2/5/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
13-070.04	DIAMONDHEAD DRAINAGE IMPROVEMENT PROJECT		APUA AND IONA DRAINAGE		1
				TOTAL HRS-FRI	
SATURDAY		DATE: Saturday -		2/6/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
				TOTAL HRS-SAT	0
				TOTAL HRS-WEEK	

WEEKLY TIME SHEET			NAME: Joey Diaz	
GEN OFFICE'S 16-001-GEN ADMIN 16-002-HOLIDAY 16-003-VACATION 16-004-SICK LEAVE 16-004-PROPOSAL		SERVICE ITEM CL-CLERICAL DR-CIVIL DRAFTSMAN ET-CIVIL ET GPS-GPS SURVEY CREW IN-INSPECTION	PE-CIVIL, PE PLS-SURVEY, PLS PRN-CIVIL, PRN STR-STRUCTURAL ENG SVC-SURVEY CREW	CLASS (JOB COST ONLY) PR-PROPOSAL AD-ADMINISTRATIVE PD-PRELIM DESIGN CL-CONSTR LAYOUT YBS-TOPOGR & BOUNDARY SV DS-DESIGN & SPECIFICATIONS CM-CONSTR MGMT & INSP FP-FINAL PLAT
SUNDAY				
JOB #	SVC ITEM	DATE: Sunday - 2/7/2016	DESCRIPTION	CLASS HOURS
				TOTAL HRS-SUN 0
MONDAY				
JOB #	SVC ITEM	DATE: Monday - 2/8/2016	DESCRIPTION	CLASS HOURS
13-070.04	DIAMONDHEAD DRAINAGE IMPROVEMENT PROJECT		PREP CDBG PROJECT MAP	2.5
				TOTAL HRS-MON
TUESDAY				
JOB #	SVC ITEM	DATE: Tuesday - 2/9/2016	DESCRIPTION	CLASS HOURS
13-070.04	DIAMONDHEAD DRAINAGE IMPROVEMENT PROJECT		PREPARE PROPERTY MAPS FOR MICHELE MOORE	2.5
				TOTAL HRS-TUES
WEDNESDAY				
JOB #	SVC ITEM	DATE: Wednesday - 2/10/2016	DESCRIPTION	CLASS HOURS
				TOTAL HRS-WED
THURSDAY				
JOB #	SVC ITEM	DATE: Thursday - 2/11/2016	DESCRIPTION	CLASS HOURS
13-070.04	DIAMONDHEAD DRAINAGE IMPROVEMENT PROJECT		ATTEND WEEKLY MEETING; INSPECT PROJECT SITES WITH R. SULL	3
				TOTAL HRS-THURS
FRIDAY				
JOB #	SVC ITEM	DATE: Friday - 2/12/2016	DESCRIPTION	CLASS HOURS
				TOTAL HRS-FRI
SATURDAY				
JOB #	SVC ITEM	DATE: Saturday - 2/13/2016	DESCRIPTION	CLASS HOURS
				TOTAL HRS-SAT 0
				TOTAL HRS-WEEK

TINESH.XLS

WEEKLY TIME SHEET				NAME: Joey Diaz	
GEN OFFICE #S 16-000-GEN ADMIN 16-001-HOLIDAY 16-002-VACATION 16-003-SICK LEAVE 16-004-PROPOSAL		SERVICE ITEM CL-CLERICAL DR-CIVIL DRAFTSMAN ET-CIVIL ET GPS-GPS SURVEY CREW IN-INSPECTION		PE-CIVIL, PE PLS-SURVEY, PLS PRN-CIVIL, PRN STR-STRUCTURAL ENG SVC-SURVEY CREW	
				CLASS (JOB COST ONLY) PR-PROPOSAL AD-ADMINISTRATIVE PD-PRELIM DESIGN CL-CONSTR LAYOUT TBS-TOPOG & BOUNDARY SV DS-DESIGN & SPECIFICATIONS CM-CONSTR MGMT & INSP FP-FINAL PLAT	
SUNDAY		DATE: Sunday - 2/14/2016			
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
				TOTAL HRS-SUN	0
MONDAY		DATE: Monday - 2/15/2016			
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
				TOTAL HRS-MON	
TUESDAY		DATE: Tuesday - 2/16/2016			
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
				TOTAL HRS-TUES	
WEDNESDAY		DATE: Wednesday - 2/17/2016			
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
				TOTAL HRS-WED	
THURSDAY		DATE: Thursday - 2/18/2016			
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
13-070.04	DIAMONDHEAD DRAINAGE IMPROVEMENT PROJECT		ATTEND WEEKLY MEETING; INSPECT PROJECT SITES WITH R SULL		3
				TOTAL HRS-THURS	
FRIDAY		DATE: Friday - 2/19/2016			
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
				TOTAL HRS-FRI	
SATURDAY		DATE: Saturday - 2/20/2016			
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
				TOTAL HRS-SAT	0
				TOTAL HRS-WEEK	

WEEKLY TIME SHEET				NAME: Joey Diaz	
GEN OFFICE FS 16-000-GEN ADMIN 16-001-HOLIDAY 16-002-VACATION 16-003-SICK LEAVE 16-004-PROPOSAL		SERVICE ITEM CL-CLERICAL DR-CIVIL DRAFTSMAN EFT-CIVIL ET GPS-GPS SURVEY CREW IN-INSPECTION		PE-CIVIL, PE PLS-SURVEY, PLS PRIN-CIVIL, PRIN STR-STRUCTURAL ENG SVC-SURVEY CREW	
		CLASS (JOB COST ONLY) PR-PROPOSAL AD-ADMINISTRATIVE PD-PRELIM DESIGN CL-CONSTR LAYOUT		TBS-TOPOGR & BOUNDARY SV DS-DESIGN & SPECIFICATIONS CM-CONSTR RIGHT & INSP FP-FINAL PLAT	
SUNDAY		DATE: Sunday -		2/21/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
				TOTAL HRS-SUN	0
MONDAY		DATE: Monday -		2/22/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
				TOTAL HRS-MON	
TUESDAY		DATE: Tuesday -		2/23/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
13-070.04	DIAMONDHEAD DRAINAGE IMPROVEMENT PROJECT		PROCESS CONTRACTOR PAY APP#2 FOR KAPALAMA, AHEKOLO, AF		2
				TOTAL HRS-TUES	
WEDNESDAY		DATE: Wednesday -		2/24/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
13-070.04	DIAMONDHEAD DRAINAGE IMPROVEMENT PROJECT		PROJECTS SITE VISITS; SEND REPORT TO CONTRACTOR		5.5
				TOTAL HRS-WED	
THURSDAY		DATE: Thursday -		2/25/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
13-070.04	DIAMONDHEAD DRAINAGE IMPROVEMENT PROJECT		ATTEND WEEKLY MEETING; INSPECT PROJECT SITES WITH R SULL		3
				TOTAL HRS-THURS	
FRIDAY		DATE: Friday -		2/26/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
				TOTAL HRS-FRI	
SATURDAY		DATE: Saturday -		2/27/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
				TOTAL HRS-SAT	0
				TOTAL HRS-WEEK	

WEEKLY TIME SHEET				NAME: Joey Diaz	
GEN OFFICE #S		SERVICE ITEM		CLASS (JOB COST ONLY)	
16-000-GEN ADMIN		CL-CLERICAL		PR-PROPOSAL	
16-001-HOLIDAY		DR-CIVIL DRAFTSMAN		AD-ADMINISTRATIVE	
16-002-VACATION		BT-CIVIL BT		PD-PRELIM DESIGN	
16-003-SICK LEAVE		GPS-GPS SURVEY CREW		CL-CONSTR LAYOUT	
16-004-PROPOSAL		IN-INSPECTION		TBS-TOPOGR & BOUNDARY SV	
				DS-DESIGN & SPECIFICATIONS	
				CM-CONSTR MGMT & INSP	
				FP-FINAL PLAT	
SUNDAY				DATE: Sunday - 2/28/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
				TOTAL HRS-SUN	0
MONDAY				DATE: Monday - 2/29/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
				TOTAL HRS-MON	
TUESDAY				DATE: Tuesday - 3/1/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
				TOTAL HRS-TUES	
WEDNESDAY				DATE: Wednesday - 3/2/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
				TOTAL HRS-WED	
THURSDAY				DATE: Thursday - 3/3/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
13-070.04	DIAMONDHEAD DRAINAGE IMPROVEMENT PROJECT		VISIT JOB SITES AND MET WITH TOMMY WITH JE TALLEY AND D RM		2
				TOTAL HRS-THURS	
FRIDAY				DATE: Friday - 3/4/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
				TOTAL HRS-FRI	
SATURDAY				DATE: Saturday - 3/5/2016	
JOB #		SVC ITEM	DESCRIPTION	CLASS	HOURS
				TOTAL HRS-SAT	0
				TOTAL HRS-WEEK	

WEDNESDAY - CONTINUED

Wave River

TOTAL HRS-WED

THURSDAY

DATE: - Thursday - 1-21-16

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	CLASS	HOURS
13-070	Kapalama /		ck. POUNDS of COMPLETED		2
04	APKOLA-DRILLAGE				

TOTAL HRS-THURS

FRIDAY

DATE: - Friday - 1-22-16

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	CLASS	HOURS
13-070	Diamina Veto		ck SMC COVERIOUS ARMOR LEAD		2
04	Reduase		T'SOLMS LOST NIGHT		

TOTAL HRS-FRI

SATURDAY

DATE: - Saturday -

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	CLASS	HOURS

TOTAL HRS-SAT

TOTAL HRS-WEEK

Davis River

TOTAL HRS-WED

THURSDAY

DATE: - Thursday - 1-28-16

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	CLASS	HOURS
13-070 04	LOWA DR. DESIGN		met w/ Contractor to start Project this morning		3

[REDACTED]

[REDACTED]

[REDACTED]

TOTAL HRS-THURS

FRIDAY

DATE: - Friday - 1-29-16

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	CLASS	HOURS
13-070 04	LOWA DR. DESIGN		Inst. Installation of New Storm Drain Pipe		5

[REDACTED]

TOTAL HRS-FRI

SATURDAY

DATE: - Saturday -

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	CLASS	HOURS

TOTAL HRS-SAT

TOTAL HRS-WEEK

GEN OFFICE #S 15-000-GEN ADMIN 15-001-HOLIDAY 15-002-VACATION 15-003-SICK LEAVE 15-004-PROPOSAL		SERVICE ITEM CL-CLERICAL DR-CIVIL DRAFTSMAN EIT-CIVIL, EIT IN-INSPECTION	PE-CIVIL, PE PLS-SURVEY, PLS PRIN-CIVIL, PRIN STR-STRUCTURAL ENG SVC-SURVEY CREW	NAME: David Rivers <u>CLASS (JOB COST ONLY)</u> PR-PROPOSAL AD-ADMINISTRATIVE PD-PRELIM DESIGN GL-CONSTR LAYOUT TBS-TOPOGR & BOUNDARY SV DS-DESIGN & SPECIFICATIONS CM-CONSTR MGMT & INSP FP-FINAL PLAT
--	--	--	--	---

DAVID RIVERS

JNDAY

DATE: - Sunday -

JB #	JOB NAME	SVC ITEM	DESCRIPTION	CLASS	HOURS

TOTAL HRS-SUN

ONDAY

DATE: - Monday - 2-4-16

[illegible]

TOTAL HRS-MON

TUESDAY

DATE: - Tuesday - 2-22-16

[illegible]

TOTAL HRS-TUES 6

WEDNESDAY

DATE: - Wednesday - 2-3-11

WEDNESDAY			DATE: - Wednesday - 2-3-16	CLASS	HOURS
JOB #	JOB NAME	SVC ITEM	DESCRIPTION		
13-070 .04	1044 ST. DEBRISAGE		1. Insp. CLEAR-UP OF SITE - MET W/ CONTRACTOR TO DISCUSS BILL FOR RELOCATING UTILITIES		5
			MET W/ NAVY DEPTO TO LOOK @ UTILITIES ON APUD ST.		

WEDNESDAY - CONTINUED

Danie Rwin

THURSDAY

DATE: - Thursday - 2-4-16

TOTAL HRS-WED 0

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	CLASS	HOURS
13-070 104	ADUA ST. DRAINAGE		INSP. BOX CULVERTS FOR ADUA ST., & INSTALLATION OF WATER MAIN BYPASS @ ADUA ST.,		6
			INSP. INSTALLATION OF EIGHT (8) HESSEMER @ ADUA ST.		

TOTAL HRS-THURS 6

FRIDAY

DATE: - Friday - 2-5-16

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	CLASS	HOURS
13-070 104	ADUA ST. DRAINAGE		INSP. / INSTALLATION OF BOX CULVERTS		9.5

TOTAL HRS-FRI 9.5

SATURDAY

DATE: - Saturday -

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	CLASS	HOURS

TOTAL HRS-SAT

TOTAL HRS-WEEK

GEN OFFICE #S

SERVICE TIME	
--------------	--

GL-CLERICAL
DR-CIVIL DRAFTSMAN
EIT-CIVIL, EIT
IN-INSPECTION

PE-CIVIL-PE

PLS-SURVEY, PLS
PRIN-CIVIL, PRIN
STR-STRUCTURAL ENG
SVC-SURVEY CREW

NAME:

DAVID RIVERS

CLASS (JOB COST ONLY)

PR-PROPOSAL
AD-ADMINISTRATIVE
PD-PRELIM DESIGN
CL-CONSTR LAYOUT

TBS-TOPOGR & BOUNDARY SV
DS-DESIGN & SPECIFICATIONS
CM-CONSTR MGMT & INSP
FP-FINAL PLAT

SUNDAY

DATE: - Sunday -

TOTAL HRS-SUN

MONDAY

DATE: - Monday - 2-8-16

TOTAL HRS-MON

TUESDAY

DATE: - Tuesday - 2-9-16

TOTAL HRS-TUES

WEDNESDAY

DATE: - Wednesday - 2-10-16

WEDNESDAY - CONTINUED

			Darile Rivers		

[illegible][illegible]

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	CLASS	HOURS

TIMES2PG.XLS

GEN OFFICE #S		NAME: <u>David Rivers</u>	
'15-000-GEN ADMIN	SERVICE ITEM	PE-CIVIL, PE	CLASS (JOB COST ONLY)
'15-001-HOLIDAY	CL-CLERICAL	PLS-SURVEY, PLS	PR-PROPOSAL
'15-002-VACATION	DR-CIVIL DRAFTSMAN	PRIN-CIVIL, PRIN	AD-ADMINISTRATIVE
'15-003-SICK LEAVE	EIT-CIVIL, EIT	STR-STRUCTURAL ENG	PD-PRELIM DESIGN
'15-004-PROPOSAL	IN-INSPECTION	SVC-SURVEY CREW	CL-CONSTR LAYOUT
			TBS-TOPOGR & BOUNDARY SV
			DS-DESIGN & SPECIFICATIONS
			CM-CONSTR MGMT & INSP
			FP-FINAL PLAT

DATE: - Sunday -

OB #	JOB NAME	SVC ITEM	DESCRIPTION	CLASS	HOURS

DATE: - Monday - 2-22-16

TOTAL HRS-SUN

[illegible]

DATE: - Tuesday - 2-23-14

TOTAL HRS-MON

[illegible]

DATE: - Wednesday - 2-29-16

TOTAL HRS-TUES

WEDNESDAY			DATE: - Wednesday - 2-24-16	CLASS	HOURS
JOB #	JOB NAME	SVC ITEM	DESCRIPTION		
13-070 .04	DIAMOND BEAD DESIGNER		100% CLEAN-UP & SIZES		3

David Rivin

THURSDAY

DATE: - Thursday - 2-25-16

TOTAL HRS-WED

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	CLASS	HOURS
13-070	DIOMON NEDO		CL 5170 COURTHOUSE @ AUBKOLA, IONA,		
104	DEINAGE		Kapalama CAPUA STREET, MOT W1		4
			104 DIZ & RICARDO SULLIVAN TO LOOK @		
			IONA ST.		

FRIDAY

DATE: - Friday - 2-26-16

TOTAL HRS-THURS

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	CLASS	HOURS

SATURDAY

DATE: - Saturday - 2-26-16

TOTAL HRS-FRI

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	CLASS	HOURS

TOTAL HRS-SAT

TOTAL HRS-WEEK

WEEKLY TIME SHEET

GEN OFFICE #S

'16-000-GEN ADMIN
'16-001-HOLIDAY
'16-002-VACATION
'16-003-SICK LEAVE
'16-004-PROPOSAL

SERVICE ITEM

CL-CLERICAL
DR-CIVIL DRAFTSMAN
EIT-CIVIL, EIT
IN-INSPECTION

PE-CIVIL, PE

PLS-SURVEY, PLS
PRIN-CIVIL, PRIN
STR-STRUCTURAL ENG
SVC-SURVEY CREW

NAME:

Dario Rivas

CLASS (JOB COST ONLY)

PR-PROPOSAL
AD-ADMINISTRATIVE
PD-PRELIM DESIGN
CL-CONSTR LAYOUT

TBS-TOPOGR & BOUNDARY SV
DS-DESIGN & SPECIFICATIONS
CM-CONSTR MGMT & INSP
FP-FINAL PLAT

SUNDAY

DATE: - Sunday -

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	CLASS	HOURS

TOTAL HRS-SUN

MONDAY

DATE: - Monday - 2-29-16

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	CLASS	HOURS

TOTAL HRS-MON

TUESDAY

DATE: - Tuesday - 3-1-16

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	CLASS	HOURS
13-070 -04	2160 St. DRAINAGE		Inst. CONSTR. of NEW INLET BOX		2
4	10NA St.		Inst. PLACEMENT of Rip Rap @ HEADWALLS		2

TOTAL HRS-TUES

WEDNESDAY

DATE: - Wednesday - 3-2-16

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	CLASS	HOURS
13-070 -04	APUD St. DRAINAGE		Inst. PLACEMENT of Rip Rap @ BACK HEADWALL		2

WEDNESDAY - CONTINUED

13-070 Kiko St. Insp. CONST. of Storm Drain Inlet Dave R. 2
 04 DRAINAGE

THURSDAY

DATE: - Thursday - 3-5-16

TOTAL HRS-WED 8

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	CLASS	HOURS
13-070	Kiko St.		Insp. CONSTRUCTION of Storm Drain Inlet,		2
04	DRAINAGE		GRABBER OF DITCH & PLACEMENT OF Rip Rap		

TOTAL HRS-THURS 8

FRIDAY

DATE: - Friday - 3-4-16

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	CLASS	HOURS
13-070	Kiko St.		Insp. PLACEMENT of CONC. FOR NEW		4
04	DRAINAGE		STORM DRAIN INLET @ Kiko St.		

TOTAL HRS-FRI 8

SATURDAY

DATE: - Saturday -

JOB #	JOB NAME	SVC ITEM	DESCRIPTION	CLASS	HOURS

TOTAL HRS-SAT

TOTAL HRS-WEEK

ENGINEERING MASTER SERVICES AGREEMENT
BETWEEN
THE CITY OF DIAMONDHEAD,
MISSISSIPPI
AND

THIS AGREEMENT, made and entered into this the ____ day of _____, 2016, at Diamondhead, Mississippi, by and between the City of Diamondhead, Mississippi, acting by and through its Mayor and City Council ("the Governing Authority") hereinafter referred to as "Owner" or "City" and _____ hereinafter "Contractor" or "Engineer", with its principal place of business at _____ for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESS THAT:

WHEREAS, the City of Diamondhead, Mississippi, is a municipal corporation, organized and existing according to the laws of the State of Mississippi, and it is governed by its City Council "Governing Authority"; and

WHEREAS, the City previously advertised for proposals for Professional Engineering Firms to provide engineering services to the City on an as needed basis; and

WHEREAS, _____ submitted a response to the City's Request for Proposals, which response is incorporated herein and attached hereto as included as Exhibit "A"; and

WHEREAS, based on the information submitted in response to the Request for Proposal process, the City desires to enter into a Master Services Agreement with _____ to provide services on an as needed basis, which services are generally set out in Exhibit "B" and include, but are not limited to, preparing preliminary engineering reports, designing projects, providing surveying services, and preparing construction drawings; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the City and Engineer do hereby contract and agree as follows:

ARTICLE I. SERVICES OF ENGINEER

Engineer understands and agrees that this Agreement is for possible work and does not guarantee or assure that any projects or work assignments will be assigned during the term provided herein. Possible services are set forth in Exhibit "B". Any work assignment under this Agreement shall define the specific scope of work and not to exceed amount and shall be issued on the enclosed "Work Assignment" form attached hereto as Exhibit "C". All work assigned shall become part of this Agreement and shall be subject to the terms and conditions provided herein.

Engineer shall be responsible for all services and materials required to fully perform and completed the assigned work and shall exercise a reasonable standard of conduct and care, according to the prevailing industry standards, in all work, complying with all Federal and State manuals, guides and specifications for work. The City reserves the right to enlarge or reduce the overall scope of services under this Agreement. Engineer may limit or refuse to accept work assignments under this Agreement. Any limitation or refusal must be issued to the City in writing within five (5) days of receipt of the assignment.

Within seven (7) days of receipt of the work assignment, Engineer shall furnish a proposed estimated cost and progress schedule. Project schedules shall include the anticipated time, proposed beginning and conclusion dates, and such intermediate dates as may be required to adequately monitor the progress of the assignment. To meet the needs of the City, the City reserves the right to request changes in the progress schedule. Return of Exhibit "C" to the Director of Public Works will be required before a Notice to Proceed is issued. Engineer may not begin work on any assignment without receiving a Notice to Proceed from the City.

ARTICLE II. CONTRACT TERM

The Agreement shall commence upon the latest date of execution and continue until _____ at 11:59 P.M. Central Standard Time, at which time the Agreement shall automatically terminate. No new work shall be assigned or undertaken after _____. Engineer shall complete any work assigned prior to _____, with work not to exceed the termination or conclusion date identified by the specific assignment. During the term of this Agreement, the City reserves the right to terminate this Agreement in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the Engineer. This contract allows for an initial term of one (3) year and the extension of the contract for three (3) one- year terms as approved by the City Council. This Contract must be approved and adopted by the newly elected City Council upon election of same.

ARTICLE III .RELATIONSHIP OF THE PARTIES

The relationship of the Engineer to the City is that of an independent contractor, and said Engineer, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof. The Engineer will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the City, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

ARTICLE IV. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to proceed under this Agreement is conditioned upon the availability of funds, the appropriation of funds by the City of Diamondhead, and/or the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Agreement are not forthcoming or are insufficient, either through the failure of the City to provide funds or of the City to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the City for the performance of this Agreement, the City shall have the right, upon written notice to the Consultant to immediately terminate or stop work on this Agreement without damage, penalty, cost, or expense to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE V. COMPENSATION, BILLING AND AUDIT

- A. Cost and Fees: Engineer shall be paid on a labor hour/unit cost basis, as set forth in Exhibit "D". Without prior approval by the Governing Authority, total services provided under this agreement shall not exceed Three Hundred Thousand Dollars (\$300,000.00) annually. Under no circumstances shall the City be liable for any amounts expended or incurred by Engineer which exceed the maximum dollar amount of compensation.
- B. Monthly Billing: Engineer may submit monthly billing statements to the City. A sample of the preferred invoice is attached hereto as Exhibit "E". Each statement shall include time expended and allowable expenses through the end of the billing period. Direct expenses included the cost of long

distance telephone calls, testing and printing, if it is not company accounting policy to include the costs in overhead rates. City shall not reimburse for the cost of travel or shipping/ mailing charges. City reserves the right to verify time and expense records, related to work performed for the City, by audit of any or all Engineer's time and accounting records. Should the funding source require, Engineer agrees to allow the funding entity access to records for review. Records shall be available at all times during the period of the Agreement, and for a period of three years following.

Services rendered within a fiscal year (October 1 - September 30), may require an invoice requesting payment for services within sixty days of the end of the fiscal year. Should Engineer fail to present the invoice within the allotted time, payment may be delayed.

- C. Progress Reports: Engineer shall provide the City monthly progress reports containing a narrative outline of work performed during the billing period, as well as a spreadsheet indicating the amount of progress for each designated assignment. Should the assignment be identified in "parts", the spreadsheet shall contain the progress for each part. A suggested format for Progress Reports is attached hereto as Exhibit "F". This provision shall not apply to any work assignment that is less than thirty (30) days in duration. At the request of the Engineer, the City may waive this requirement, which waiver shall be requested by, and responded to, in writing. Failure to provide progress reports may result in termination of the Agreement.
- D. Final Payment: Requests for final payment shall be submitted to the City no later than forty-five (45) days following the completion and/or termination of the work assignment. The City reserves the right to reject any final invoice not timely received. Engineer shall clearly indicate on the last invoice for a work assignment that the payment sought is the "final payment". The Director of Engineering or the Director of Public Works shall confirm that the assignment is completed and ready to be closed, allowing payment of the final invoice. Under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the work assignment.

Engineer agrees and accepts that receipt of final payment shall be in full and final settlement of all claims arising against the City for payment for work completed, materials furnished, cost incurred, or otherwise arising out of this Agreement and/or associated work assignments. In accepting the final payment, Engineer shall release the City from any and all further claims for payment, whether known or unknown, for and on account of the Agreement and/or associated work assignments, including payment for all work done, and labor and materials furnished in connection with the same. Failure to perform, to the satisfaction of the City, all terms of this Agreement and/or associated work assignments, which includes the Scope of Work identified herein, or the Engineer's failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the Engineer without any additional compensation.

- E. In the event of termination of this Agreement, any just claims by the Engineer for payment of services rendered prior to the date of termination will be evaluated on a case by case basis. The City shall be liable only for the costs, fees and expenses for demobilization, if applicable, and close out of the Agreement, based on actual time and expenses incurred by Engineer in the packing and shipment of all documents covered by this Agreement. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE VI. COMPLIANCE WITH APPLICABLE LAW

Engineer shall observe and comply with applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this Agreement or that may later become effective. Engineer shall not discriminate against any employee nor

shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, national origin, age or disability. Engineer shall execute any and all certifications required by the City, without limitation a Certification of Compliance with Title VI of the Americans with Disabilities Act, as amended.

Engineer represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The Engineer further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The Engineer acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The Engineer also acknowledges liability for any additional costs incurred by the City due to such contract cancellation or loss of license or permit.

ARTICLE VII. COVENANT AGAINST CONTINGENT FEES, LOBBYING AND EMPLOYMENT OF CITY PERSONNEL

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the Agreement. The Engineer warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the City. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability, and the Engineer shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the City or participating in any future contracts with the City. Unless specifically authorized in writing by the City, Engineer shall not employ any person or persons in the employ of the City for any work required under the terms of this Agreement.

ARTICLE VIII. REVIEW OF WORK

During the term of this Agreement, authorized representatives of the City may, at all reasonable times review and inspect the services and work assignments, including all reports, drawings, studies, maps and computations prepared by and for the Engineer in connection with this Agreement. As applicable and/or as required under the work assignment, Engineer shall make services and work assignments available for review by authorized State or Federal representatives, including, but not limited to, the Federal Highway Administration, the Federal Emergency Management Association, the Mississippi Emergency Management Association, the Mississippi Department of Transportation, the Mississippi Department of Environmental Quality, and the Mississippi Department of Marine Resources. Inspection does not automatically make the inspecting entity a party to the Agreement.

Engineer shall be responsible for performance of and compliance with all terms of this Agreement and shall be responsible for correcting any errors and/or omissions, including those that relate to the conduct of care, format and content of material, professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the Engineer that may be identified during or outside of a review. Any corrections necessary for compliance shall be at the Engineer's expense.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications , or other services, discovered by the City during the performance of the work shall immediately be addressed by the Engineer. Engineer shall provide a written statement of proposed remedy no less than ten (10) days after the identification of the breach. Any work performed to remedy the breach shall be at the expense of the Engineer.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications , or other services, discovered by the City after final acceptance of the work shall, without additional compensation, be corrected by the Engineer. If Engineer fails, or is unable to correct, the City reserves the right to have the deficiencies corrected. Any costs incurred by the City for such corrections shall be the responsibility of the Engineer. City shall provide Engineer an opportunity to correct any identified breach unless:

- 1) The City determines, in its sole discretion, that the Engineer cannot cure the breach within the Schedule established by the City; or
- 2) The City determines, in its sole discretion, that the Engineer cannot cure the breach to the satisfaction of the City.

ARTICLE IX. OWNERSHIP OF PRODUCTS, DOCUMENTS AND WORK

Engineer agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this Agreement shall be delivered to, become and remain in the property of the City upon creation and shall be delivered to the City upon termination or completion of work, or upon request of the City regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the City.

The Parties intend and agree that this Agreement is a contract for services and each party considers the products and results of the services to be rendered by the Engineer hereunder, including any and all material produced and/or delivered under this Agreement, to be a "work made for hire" under U.S. copyright and all applicable laws. Engineer acknowledges and agrees that the City owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this Agreement is determined to be other than a contract or agreement for a work made for hire, the Engineer does hereby transfer and assign to the City, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The Engineer agrees to execute all papers and perform such other proper acts as the City may deem necessary to secure for the City or its designee the rights herein assigned.

The City may, without any notice or obligation of further compensation to the Engineer, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The City's rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised,

as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The Engineer shall obtain any and all right, title, and interest to all input and/or material from any third party sub-consultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the City

For any intellectual property rights currently owned by third parties or by the Engineer and not subject to the terms of this Agreement, the Engineer agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the City at no cost to the City to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this Agreement. Further, the Engineer warrants and represents to the City that it has obtained or granted any and all such licensing prior to presentation of any Work to the City under this Agreement. This obligation of the Engineer does not apply to a situation involving a third party who enters a license agreement directly with the City.

ARTICLE X. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither this Agreement, nor any right or obligation hereunder may be assigned or transferred in whole or in part by Engineer without prior written consent of the City. Under no circumstance will Engineer be allowed to sublet more than sixty percent (60%) of the work required under this Agreement. Specific projects or phases of the work assigned under this contract may be sublet provided that the Engineer performs at least forty percent (40%) of the overall contract. Consent by the City to sublet a portion of the work shall not relieve Engineer from any of its obligations hereunder. Engineer is required to maintain full management responsibility throughout the duration of the Agreement. The City reserves the right to review all subcontract documents and agreements, including any subcontractor's cost estimates, entered into with respect to this Agreement.

ARTICLE XI. CONFIDENTIAL INFORMATION AND PRODUCTION OF DOCUMENTS

It is understood that from time to time confidential and/or privileged information may be shared. Engineer agrees not to disclose any privileged or confidential information unless (a) disclosure is authorized by the City in writing; (b) is reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder and made only to the minimum extent necessary to carry out such obligations; (c) is information which had generally become known to the public other than through the disclosure thereof by the disclosing party or which is otherwise subject to disclosure under state or federal law and not within any exemption from such disclosure; (d) to any authorized attorney, accountant or other professional advisor of the disclosing party under confidentiality agreements and/or attorney-client or similar privilege; or (e) pursuant to any compulsory legal process.

Engineer agrees that it shall immediately refer any third party who requests information pertaining to the work under this Agreement. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend itself from any suit or claim. Any published finding, report or recommendation shall include the following provision:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the CITY OF DIAMONDHEAD.

ARTICLE XII. STOP WORK ORDER

- A. **Order to Stop Work.** The City may, by written order to the Engineer at any time, and without notice to any surety, require the Engineer to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding thirty (30) days after the order is delivered to the Engineer unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Engineer shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:
- (1) cancel the stop work order; or
 - (2) terminate the work covered by such order according to the terms provided herein
- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Engineer shall have the right to resume work. If the City decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the Engineer's cost properly allocable to the performance of any part of this Agreement and the Engineer asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this Agreement may be made by written modification of this Agreement as provided by the terms of this Agreement.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the Engineer may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the City shall be liable only for the costs, fees, and expenses for demobilization and close out of this Agreement, based on actual time and expenses incurred by the Engineer in the packaging and shipment of all documents covered by this Agreement to the City. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE XIII. INSURANCE

Prior to commencement of work under this Agreement, Engineer shall obtain and furnish certificates of coverage, or any required documentation to evidence coverage, to the City for the following minimum amounts of insurance:

- A. Workers Compensation Insurance as required by the State of Mississippi;
- B. Comprehensive General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, including coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, contractors protective, sudden and accidental pollution, products and completed operations, and coverage for other hazards;
- C. Valuable Documents Insurance, whether as part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring, or replacing any documents kept or created by Engineer, as a part of the services, in the event of casualty to, or loss or theft of such documents;

- D. Errors and Omissions Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per incident; One Million Dollars (\$1,000,000.00) aggregate; and
- E. Comprehensive Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) per incident with respect to the Engineer's owned, hired, or non-owned vehicles, assigned to or used in the performance of services.

The City shall be listed as a certificate holder or additional insured on any of the insurance required under this Agreement. Insurance identified herein shall be maintained in full force and effect by the Engineer throughout the duration of the Agreement, including any extra time for which ongoing work is completed. Should Engineer cease to carry the errors and/or omissions coverage provided herein, Engineer shall obtain "tail" or extension coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or Agreement termination, whichever is longer.

In the event that the Engineer retains any subcontractor or other personnel to perform services or to carry out any activities under or incident to work on any work assigned as part of this Agreement, Engineer agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage or sufficient coverage to cover their portion of the work. As an alternative, Engineer may include said subcontractor or other personnel within Engineer's coverage for the duration of the work assignment involving the subcontractor or other personnel. Should Engineer change carriers or policies for any insurance required herein, Engineer shall provide new certificates of coverage, as well as any retroactive coverage from the new carrier. If the Engineer fails to procure or maintain required insurance, the City may immediately terminate this Agreement.

ARTICLE XIV. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

Engineer, and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, including, but not limited to, any and all indirect, special, incidental, punitive, or consequential damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including without limitation, attorney's fees, which in any way arise out of or relate to any negligent, intentional, willful or grossly negligent acts of omission or commission of or attributed to Engineer and/or its agents, servants, employees, sub-contractors, officials, visitors, invitees, and/or guests. Engineer's obligations to indemnify, defend, and hold harmless, or at the City's option, participate and associate with the City in defense of any claim for damage, lien or suit and/or any related settlement negotiations shall be initiated by the City's Notice of Claim for Indemnification to the Engineer.

ARTICLE XV. CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Hancock County, Mississippi. Any claim or action brought by either party related to this Agreement shall be brought in a court of competent jurisdiction in Hancock County. This Agreement shall be governed by the laws of the State of Mississippi and such Mississippi laws shall apply to the construction or enforcement of all provisions of this Agreement and to any action which may be brought pursuant thereto. Any right or remedy under this Agreement is cumulative, not exclusive, and is in addition to any other rights or remedies either provided in this Agreement or otherwise available at law or in equity. Failure to exercise or delay in exercising any rights shall not constitute a waiver in whole or in part of any such rights.

ARTICLE XVI. CONFLICT OF INTEREST

The Engineer covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the Engineer's Agreement. The Engineer further covenants that no employee of the Engineer or of any sub-consultant, regardless of his/her position, is to personally benefit directly or indirectly from the performance of the services or from any knowledge obtained during the Engineer's execution of this Agreement.

ARTICLE XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Engineer and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. Any changes or amendments to this Agreement

ARTICLE XVIII. WAIVER

The failure of either the City or the Engineer to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver to this Agreement by either the City or the Engineer, either express or implied, or any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.

ARTICLE XIX. SEVERABILITY

If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally unenforceable, the same shall be severed from this agreement, and all remaining provisions of this Agreement, shall be unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.

ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

Engineer agrees that Key Personnel identified as assigned to this Agreement shall not be changed or reassigned without prior approval of the City or, if prior approval is impossible, then notice to the City and subsequent review by the City which may approve or disapprove the action. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

CITY:

The City of Diamondhead
Attn: City Manager, Clovis Reed
5000 Diamondhead Circle
Diamondhead, MS 39525

ENGINEER:

IN WITNESS WHEREOF as duly authorized:

The City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

By: _____
Clovis Reed, City Manager

ATTEST:

Engineer

By: _____

ATTEST:
